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5-17-01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re : Wilburt J. Labio et al.

Serial No.: 09/635,771

Filing Date: 8/11/00

For: **SYSTEM AND METHOD FOR
SEARCHING PEER-TO-PEER
COMPUTER NETWORKS**

**POWER OF ATTORNEY AND
REVOCATION OF PRIOR
POWERS OF ATTORNEY**

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Assistant Commissioner of Patents
Washington, D.C. 20231

Sir:

NAPSTER, INC., assignee of record of this patent, hereby revokes all prior powers of attorney which may have been filed with this patent, and appoints the members of the firm HAVERSTOCK & OWENS LLP, a firm including Thomas B. Haverstock (Reg. No. 32,571) and Jonathan O. Owens (Reg. No. 37,902) as its attorneys with full power of substitution to transact all business in the Patent and Trademark Office in connection therewith.

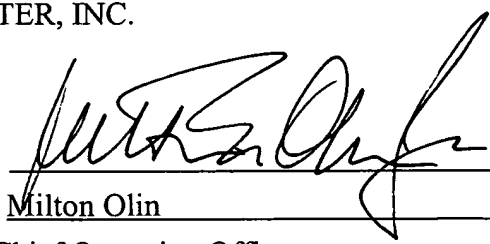
Please direct all correspondence regarding this patent to:

Thomas B. Haverstock
HAVERSTOCK & OWENS LLP
260 Sheridan Avenue, Suite 420
Palo Alto, California 94306
Telephone: (650) 833-0160
Facsimile: (650) 833-0170

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NAPSTER, INC.

Dated: 4/25/01

By: 
Name: Milton Olin
Title: Chief Operating Officer



FORM PTO-1595
(Rev. 06/93)

RECORDATION FORM COVER SHEET

U.S. Department of Commerce
Patent and Trademark Office

OMB No. 0651-0011 (Exp. 04/94)

Attorney Docket No.: NPSTR-01100

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gigabeat, Inc.
345 California Avenue
Suite 3
Palo Alto, CA 94306

Additional name(s) of conveying party(ies) attached.

2. Name and address of receiving party(ies):

Napster, Inc.
1475 Veterans Blvd.
Redwood City, CA 94063

Additional name(s) and address(es) attached.

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3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: April 4, 2001

4. Application number(s) or patent number(s):

This document is being filed together with a new application, the execution date of the application is:
☒ Patent Application Serial No.(s): 60/162,465 filed on October 29, 1999, converted to serial number 09/698,195 on October 30, 1999; Serial No.: 09/573,686 filed May 19, 2000; Serial No.: 09/574,108 filed May 19, 2000 and Serial No.: 09/635,777 filed August 11, 2000.
☐ Patent No.(s):
☐ Additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed:

Thomas B. Haverstock
HAVERSTOCK & OWENS LLP
260 Sheridan Avenue, Suite 420
Palo Alto, California 94306

6. Total number of applications and patents involved: 5.

7. Total fee(s) [37 CFR §§ 1.21(h) and 3.41]:

☒ Check(s) in the amount of \$200.00 enclosed.

8. Authorization to Charge Additional Fees:

☒ The Commissioner is hereby authorized to charge any additional fees or credit any overpayment associated with this communication and which may be required under 37 CFR §§ 1.21(h) and 3.41 to Deposit Account No. 08-1275.

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dated: May 1, 2001

Signature:
Name: Thomas B. Haverstock
Reg. No.: 32,571

Total number of pages including cover sheet, attachments, and document: 5

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Form of Patent Assignment

PATENT ASSIGNMENT

WHEREAS, Gigabeat, Inc., a Delaware corporation ("Assignor"), owns the patent registrations and applications listed and described on Schedule A attached hereto (the "Patents"); and

WHEREAS, Assignor and Napster, Inc., a Delaware corporation ("Assignee"), have entered into an Asset Purchase Agreement dated April __, 2001 (the "Agreement"), pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's right title and interest in and to the Patents and Assignee desires to acquire the entire right, title and interest in and to the Patents.

NOW, THEREFOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, throughout the world and in perpetuity, Assignor's entire right, title and interest: (a) in and to the Patents and any inventions disclosed therein (the "Inventions"); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any applications which is a division, substitution or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; (e) in and to each and every patent claim resulting from a reexamination certificate for any and all said patents; (f) including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Patents; and (g) all other rights and licenses in the Patents and Inventions Assignor would have had if Assignor had not made the assignment made hereunder.

2. Assignor hereby covenants and agrees to reasonably cooperate with Assignee, at the expense of Assignee, to enable Assignee to enjoy the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance and instructions all to the extent deemed necessary or desirable by Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Inventions; (g) for legal proceedings involving the Inventions, any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions, provided that the reasonable expense incurred by Assignor in providing such cooperation shall be paid for by Assignee; (h) for aid in completing the filing and prosecution of a nonprovisional application claiming benefit of the application; and (i) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Inventions.

3. Assignee hereby acknowledges that Assignor is not making any representation or warranty with respect to the Patents being conveyed hereby except as specifically set forth in the Agreement.

4. Assignor warrants unto Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the reasonable request, but at the charge of Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing from the Patents and foreign counterparts and for maintaining and perfecting the Assignee's rights to the Patents, particularly in cases of interference and litigation.

5. Assignor also hereby authorizes the Commissioner of Patents to issue any and all Letters Patent which may be granted upon the Patents herein referenced to Assignee, as the assignee to the entire interest therein.

(Signature Page Follows)

IN WITNESS WHEREOF, this Patent Assignment is executed at Palo Alto, California as of this 1st day of April 2001.

Gigabeat, Inc.

By: _____

Name: _____

Title: _____

Louise A. Velasquez
Louise A. Velasquez
Interim President

ACKNOWLEDGMENT

State of California)

) ss:

County of Santa Clara

On this 1st day of April, 2001, before me, the undersigned, personally appeared Louise A. Velasquez, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Catherine McCaul
Notary Public

My Commission Expires on 1.2.2003



SCHEDULE A
Patent Registrations and Applications

**ALL PATENTS REGISTRATIONS AND APPLICATIONS CONTAINED WITHIN THE REGISTERED IP
SET FORTH IN SCHEDULE 1.1(A) OF THE AGREEMENT**

Schedule 1.1(a)

REGISTERED IP

Patents and Patent Applications

Title	Application Number (Provisional)	Date of US Application (Provisional)	International Application (Date)
Systems and Methods for Visualization of Data Sets Containing Inter-Related Objects	(60/162,465)	10/30/00 (10/29/99)	PCT/US00/29819 (10/30/00)
System and Method for Selecting Internet Media Channels	09/573,686	5/19/00	No
System and Method for Determining Affinity Using Objective and Subjective Data	09/574/108	5/19/00	No
System and Method for Searching Peer-to-Peer Computer Networks	09/635/777	08/11/00	No



GAU 2857

PATENT
Attorney Docket No.: NPSTR-01400

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Wilburt J. Labio *et al.*

Serial No.: 09/635,777

Filed: August 11, 2000

For: **SYSTEM AND METHOD FOR
SEARCHING PEER-TO-PEER
COMPUTER NETWORKS**

) Group Art Unit: 2857

)

) Examiner:

)

) **TRANSMITTAL LETTER**

)

) 260 Sheridan Avenue, Suite 420

) Palo Alto, California 94306

) (650) 833-0160

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Assistant Commissioner of Patents
Washington, D.C. 20231

Sir:

Enclosed please find a Power of Attorney and Revocation of Prior Powers of Attorney for filing with the U.S. Patent and Trademark Office. Also please find enclosed a copy of a Transmittal, Recordation Form Cover Sheet, and Patent Assignment filed May 1, 2001, assigning rights to the above-captioned patent application to Napster, Inc.

The Commissioner is authorized to charge any additional fee or credit any overpayment to our Deposit Account No. 08-1275. **An originally executed duplicate of this transmittal is enclosed for this purpose.**

Respectfully submitted,

HAVERSTOCK & OWENS LLP

Dated: May 2, 2001

By: Thomas B. Haverstock
Thomas B. Haverstock
Reg. No.: 32,571

CERTIFICATE OF MAILING (37 CFR § 1.8(a))

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the U.S. Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the: Assistant Commissioner for Patents, Washington D.C. 20231

Attorneys for Applicants

- 1 -

HAVERSTOCK & OWENS LLP.

Date: 5-2-01 By: Cynthia L. Gray